



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 009] CHANDIGARH, MONDAY, JANUARY 15, 2024 (PAUSA 25, 1945 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 5th January 2024

No. 13/2/74-HII(2)-2023/310.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **75/2020 dated 18.10.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SURAJ KUMAR, H.NO.178, K-BLOCK, INDUSTRIAL AREA, COLONY NO.4, CHANDIGARH.
(Workman)

AND

M/S BHAMBRI PRINTERS, PLOT NO.704, INDUSTRIAL AREA, PHASE-I, CHANDIGARH.
THROUGH ITS PARTNER. (Management)

AWARD

1. Suraj Kumar, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Operator on 15.04.2011. The workman was deployed on numbering and binding work. The workman remained in uninterrupted employment up to 15.12.2017, when his services were illegally & wrongly terminated by refusing of work. The workman was drawing ₹ 9,500/- per month as wages at the time of termination. The workman was on authorised leave from 15.11.2017 to 15.12.2017 as he was to go to his native village at Himachal Pradesh. The workman reported for duty on 16.12.2017 but he was refused work on the pretext of shortage of work. The workman was asked to come on duty after 20 days. After 20 days the work was refused to the workman for another period of one month. After one month the management again refused the work to the workman and told that whenever the work will be available, the workman will be called back but the workman was never called back. The workman lodged a complaint dated 06.08.2018 with the Labour Inspector, U.T. Chandigarh for his reinstatement but despite of many dates the dispute could not be settled. The workman then served upon the management a demand notice dated 21.01.2019 for his reinstatement. The management neither replied the demand notice nor took the workman back on duty. The Conciliation Officer, U.T. Chandigarh was requested for his intervention into the matter. The matter could not be settled within the stipulated period. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and the

Signature Not Verified
Digitally signed by
Jalinder Kumar
Date: 2024.01.15
15:02:29 (+05:30)
Reason: Published
Locally

(101)

This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>

workman was not paid retrenchment compensation at the time of termination. The management retained junior person in service when the service of the workman was terminated, thus management has violated Section 25-G of the ID Act. Violation of the same makes the termination void. The action of the management in terminating the services is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained un-employed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service, full back wages without change in service condition and with all attendant benefits.

3. On notice, management contested the claim statement by filing written statement on 18.05.2021 wherein it is stated that the workman joined with the management on 01.10.2012 and left without intimation in October 2014. The workman again joined with the management on 15.06.2016 and again left in December, 2017. The workman was never sanctioned any leave, since the workman left the work without any intimation to the management and never got back or tried to intimate the same to the management. The workman was never asked to join back since nothing was conveyed to the management regarding his leaving the work. Since the workman was not able to support his own claim, the Labour Inspector, U.T. Chandigarh has dismissed the complaint as the workman had filed the complaint after the period of 10 months. It is not denied that since no amicable settlement was possible, the Conciliation Officer, therefore advised the workman to approach the appropriate forum for adjudication. Since the workman left the work on his own and there was no refusal by the management, thus there is no violation of Section 2(oo) and Section 25-F of the ID Act. The workman has left the work without any intimation to the management so no charge sheet was issued. The workman was paid for the work he had done, as per his salary details. Since the workman had earlier also left the work without intimation in October 2014, then re-joined on 15.06.2016, the workman does not seem to be a faithful worker. The workman had abandoned the job from the management and he was never asked to leave nor he was terminated. The workman left the management without intimation, there cannot be any continuity of service with full back wages as he was never terminated. Rest of the averments of claim statement are denied as wrong. Prayer is made that claim is liable to be dismissed.

4. Workman filed rejoinder wherein contents of the written statement except admitted facts are denied and averments of claim statement are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 22.03.2022 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW

2. Relief.

6. In evidence, workman Suraj Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 02.02.2023 the workman closed his evidence in affirmative.

7. On the other hand, management examined MW1 Sunil Bhambri - Partner of Bhambri Printers, who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' & Exhibit 'M2' and Mark 'X'.

Exhibit 'M1' is attested copy of statement of account of Account No.565044004682 for the period 01.12.2016 to 31.12.2016 maintained with Kotak Mahindra Bank.

Exhibit 'M2' is copy of Electronic Challan-cum-Return (ECR) Employees Provident Fund (EPF) & ESI relating to Establishment Bhambri Printers for the period January 2017 to June 2017, August 2017, October 2017 and November 2017 along with copy of member details incorporating name of workman Suraj Kumar.

Mark 'X' is photocopy of proceedings dated 18.10.2018.

8. Management also examined MW2 Sukhjeet Singh - Clerk, office of Assistant Labour Commissioner, U.T. Chandigarh, who brought the original summon record relating to Suraj Kumar and tendered into evidence copy of documents Exhibit 'MW2/1' & Exhibit 'MW2/2'.

Exhibit 'MW2/1' is copy of complaint dated 06.08.2018

Exhibit 'MW2/2' proctialgs dated 09.08.2018, 14.09.2018, 05.10.2018 and 18.10.2018.

9. On 25.07.2023 Shri Sunil Bhambri - Partner closed oral evidence on behalf of the management. On 18.10.2023 Learned Representative for the management closed documentary evidence on behalf of the management.

10. I have heard the arguments of Learned Representative for the parties and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

11. Onus to prove this issue is on the workman.

12. Under this issue workman Suraj Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

13. On the other hand, management examined MW1 Sunil Bhambri - Partner of Bhambri Printers, who vide his affidavit Exhibit 'MW1/A' deposed the entire material contents of the written statement supported with documents Exhibit 'M1' & Exhibit 'M2' and Mark 'X'.

14. From the oral as well documentary evidence led by the parties, it comes out that the parties have disputed the date of appointment of the workman. The workman has alleged that he was appointed on 15.04.2011 whereas the management has alleged that the workman has joined in the year 2012. None of the parties have brought into evidence the appointment letter of the workman. It is for the employer to issue appointment letter to the worker engaged by it. It is not the case of the management that the appointment letter was not issued to the workman. MW1 in his cross-examination stated that appointment letter of the workman is not traceable. The version of MW1 that appointment letter of the workman is not traceable is not trustworthy because nothing is brought on record to show the loss of document / appointment letter. Under the circumstances, adverse inference stands drawn against the management and it is assumed that the workman was appointed on 15.04.2011. The workman has taken the plea that he remained in un-interrupted employment of the management from 15.04.2011 up to 15.12.2017 whereas the management in para 5 of the written statement has pleaded that the workman left without intimation in October 2014 and again joined with the management on 15.06.2016. The aforesaid plea taken by the management does not stand proved as no suggestion to the effect is put to AW1 in his cross-examination. Moreover, the said fact pleaded in para 5 of the written statement is denied by the workman in the rejoinder.

15. The workman has taken the plea that he remained on authorised leave from 15.11.2017 to 15.12.2017 as he has to go his native village at Himachal Pradesh. On the other hand, the management has pleaded that the workman was never sanctioned any leave as he had left the work without any intimation to the management and never tried to inform the same to the management. To my opinion, the aforesaid plea taken by the parties would suggest that the workman did not perform duty from 15.11.2017 to 15.12.2017. The workman's plea that he was on authorised leave during this period does not stand proved because when put to cross-examination workman stated that he did not apply leave in writing for the period w.e.f. 15.11.2017 to 15.12.2017. The volunteer statement of AW1 that he verbally told the management does not find any corroboration.

16. It is argued by Learned Representative for the workman that after the leave period when the workman reported for duty on 16.12.2017, he was refused work on the pretext of shortage of work and was told to come after 20 days. Again after 20 days the work was refused to the workman and he was told to come after another period of one month. Again after one month the workman was refused work and he was told that he will be called back whenever work will be available but the management never called back the workman. It is further argued by Learned Representative for the workman that refusal of work amounts to retrenchment which is a termination under Section 2(oo) of the ID Act. On the other hand, it is argued by Learned Representative for the management that no leave of any kind was sanctioned to the workman. He had not worked with the management after 16.12.2017. In fact, the workman had left the job without any intimation and communication to the management, therefore the workman was not asked to join back. It is a case of abandonment of job by the workman.

17. To my opinion, no doubt that workman did not prove on record any written leave application or sanction of leave for the period w.e.f. 15.11.2017 to 15.12.2017 but the version of the workman that he approached the management on 16.12.2017 and thereafter as and when asked to report for duty but he was refused work on one pretext or other, cannot be disbelieved because on aggrieved from the act of the management which refused him work, the workman approached the Labour Inspector and filed complaint dated 06.08.2018 seeking reinstatement. From the record Mark 'X' produced into evidence by the management, it is made out that the complaint of the workman was disposed off being not maintainable and the workman was granted liberty to approach the higher authority for redressal of the grievance, if he deems fit. Thus, the complaint dated 06.08.2018 was not decided on merits and in no manner raises any adverse inference against the workman. If the workman proceeded on one month's leave without getting it sanctioned, at the most, absence from duty amounts to misconduct. The management was required to issue charge sheet or to hold domestic inquiry against the workman for his misconduct of absence from duty. The management has neither issued any charge sheet nor held any domestic inquiry against the workman. MW1 in his cross-examination stated that the workman was not issued any memo or charge sheet for non-joining of his duties. The management has not made any attempt to issue any letter or to communicate to the workman calling him to re-join his duties. MW1 in his cross-examination stated that no effort was made to issue any letter to the workman calling him to join his duties. On the other hand, the workman not only approached the management to allow him to re-join his duty but has also approached the Labour Inspector and then raised the demand notice and approached the Assistant Labour Commissioner, U.T. Chandigarh for intervention but no settlement was effected.

18. In view of the reasons recorded above, the management's action refusing work to the workman amounts to retrenchment which is a termination under Section 2(oo) of the ID Act. Consequently, the termination of services of the workman without compliance of Section 25-F of the ID Act is illegal. The workman is entitled to reinstatement. Moreover, MW1 in his cross-examination (recorded on 25.07.2023) stated that today he is ready to take back the workman on duty. He is not ready to pay back wages to the workman due to non-performance of duty by the workman.

19. The oral plea of the workman alleged that he was drawing monthly wages of ₹ 9,500/- is not supported with any document. In cross-examination AW1 / workman denied the suggestion as wrong that he was being paid ₹ 8,900/- per month. Aforesaid suggestion would imply that the management has not disputed ₹ 8,900/- being monthly wages of the workman.

20. In view of the discussion above, the workman is held entitled to reinstatement with continuity of service along with 50% back wages and consequential benefits.

21. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

22. In the view of foregoing finding on the issue above, this industrial dispute is allowed. The workman is entitled to reinstatement with continuity of service along with 50% back wages and consequential benefits. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 18.10.2023.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 5th January 2024

No. 13/2/73-HII(2)-2023/312.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **67/2021 dated 18.10.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ANIL KUMAR, H. NO. 241, GALI NO. 8, SHANTI NAGAR, MANIMAJRA TOWN, U.T. CHANDIGARH. (Workman)

AND

M/S BHAMBRI PRINTERS, PLOT NO.704, INDUSTRIAL AREA, PHASE-I, CHANDIGARH. THROUGH ITS PARTNER. (Management)

AWARD

1. Anil Kumar, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Machineman in the month of July, 1996. The workman remained in uninterrupted employment up to 24.05.2019, when his services were illegally & wrongly terminated by refusing of work. The workman was drawing ₹ 16,200/- per month as wages at the time of termination. The workman was not issued any appointment letter at the time of appointment. The workman was made member of the ESI scheme in the year 2000. On 25.05.2019 the workman went to attend his normal duty but he was refused work by the management without assigning any reason & notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. During service period of the workman his signatures were obtained on blank vouchers. The management may misuse the vouchers against the workman. For his reinstatement the workman served upon the management a demand notice dated 29.07.2019. The management neither replied the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Conciliation Officer intervened but the management did not appear before the Conciliation Officer on any date fixed for settlement. The action of the management in terminating the services is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained un-employed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service, full back wages without change in service condition and with all attendant benefits.

3. On notice, management contested the claim statement by filing written statement on 18.02.2022 wherein it is stated that the workman was engaged in the year 2000 and abandoned the job on 30.09.2011 without any prior intimation. The workman again joined with the management on 01.05.2012 and was being paid ₹ 5,500/-. All the previous dues of the workman were cleared and was also made a member of the ESI scheme in the year 2000. The workman at the time of abandoning the job on 24.05.2019 was being paid ₹ 9,900/- and not ₹ 16,200/- as claimed. Vide registered letter dated 13.06.2019 sent at his address as per the record of the management which was received by him as is evident from the track consignment of the postal department which was delivered to him on 15.06.2019, the workman was asked to submit a written explanation regarding his un-authorised absence from his duties and he was also explained all the possible consequences of his un-authorised absence from duties but he neither joined back nor intimated the same to the management. Thus, it is evident that he was not interested to join back. Since the workman never joined back

his duties and left the work without any intimation to the management therefore there comes no question of refusal of work by the management and there is neither violation of Section 2(oo) nor Section 25-F of the ID Act. The workman has left the work without any intimation to the management so question of issuing of charge sheet does not arise. The workman was paid for the work he had done as per the salary details. No signatures were obtained by the management on blank vouchers so there comes no question of misusing the same. During conciliation proceedings despite efforts made by the management the workman remained adamant not to make amicable settlement. The workman had abandoned the job from the management. The workman was neither asked to leave nor he was terminated. Since the workman left the management without any intimation there cannot be any continuity of service with full back wages as he was never terminated. There is no violation of any provisions of the ID Act. Rest of the averments of claim statement are denied as wrong.

4. Workman filed rejoinder wherein contents of the written statement except admitted facts are denied and averments of claim statement are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 19.07.2022 :-

1. Whether the services of the workman were terminated illegally ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, with full back wages and consequential benefits, as prayed for ? OPW
3. Whether the workman had abandoned the job of the management ? OPM
4. Relief.

6. In evidence, workman Anil Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 02.02.2023 the workman closed his evidence in affirmative.

7. On the other hand, management examined MW1 Sunil Bhambri - Partner of Bhambri Printers, who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' to Exhibit 'M3' and Mark 'X'.

Exhibit 'M1' is attested copy of statement of account of Account No.4111812583 for the period 01.04.2019 to 30.04.2019 maintained with Kotak Mahindra Bank.

Exhibit 'M2' is copy of Electronic Challan-cum-Return (ECR) Employees Provident Fund (EPF) & ESI relating to Establishment Bhambri Printers for the period January 2017 to June 2017, August 2017, October 2017 and November 2017, April 2018 to August 2018, November 2018, December 2018, April 2019 and June 2019 along with copy of member details incorporating name of workman Anil Kumar.

Exhibit 'M3' is copy of letter dated 13.06.2019 having affixed photocopy of postal receipt dated 15.06.2019.

Mark 'X' is photocopy of proceedings dated 18.10.2018.

8. Management also examined MW2 Sukhjeet Singh - Clerk, office of Assistant Labour Commissioner, U.T. Chandigarh, who brought the original summon record relating to Suraj Kumar and tendered into evidence copy of documents Exhibit 'MW2/1' & Exhibit 'MW2/2'.

Exhibit 'MW2/1' is copy of complaint dated 29.07.2019.

Exhibit 'MW2/2' proceedings dated 29.08.2019, 17.09.2019 and 04.10.2019.

9. On 25.07.2023 Shri Sunil Bhambri - Partner closed oral evidence on behalf of the management. On 18.10.2023 Learned Representative for the management closed documentary evidence on behalf of the management.

10. I have heard the arguments of Learned Representative for the parties and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 to 3 :

11. Onus to prove issue No.1 & 2 is on the workman and onus to prove issue No.3 is on the management.

12. To prove his case, workman Anil examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

13. On the other hand, management examined MW1 Sunil Bhambri - Partner of Bhambri Printers, who vide his affidavit Exhibit 'MW1/A' deposed the entire material contents of the written statement supported with documents Exhibit 'M1' to Exhibit 'M3' and Mark 'X'.

14. From the oral as well documentary evidence led by the parties, it comes out that the parties have disputed the date of appointment of the workman. The workman has alleged that he was appointed in the month of July, 1996 whereas the management has alleged that the workman has joined in the year 2000. None of the parties have brought into evidence the appointment letter of the workman. It is for the employer to issue appointment letter to the worker engaged by it. It is not the case of the management that the appointment letter was not issued to the workman. MW1 in his cross-examination stated that appointment letter of the workman is not traceable. The version of MW1 that appointment letter of the workman is not traceable is not trustworthy because nothing is brought on record to show the loss of document / appointment letter. Under the circumstances, adverse inference stands drawn against the management and it is assumed that the workman was appointed in the month of July 1996. The workman has taken the plea that he remained in un-interrupted employment of the management from July 1996 up to 24.05.2019 whereas the management in para 1 of the written statement has pleaded that the workman was engaged in the year 2000 and abandoned the job on 30.09.2011 without any prior intimation and thereafter he again joined with the management on 01.05.2012. The aforesaid plea taken by the management does not stand proved as no suggestion to the effect is put to AW1 in his cross-examination. Moreover, the said fact pleaded in para 1 of the written statement is denied by the workman in the rejoinder.

15. Learned Representative for the management argued that there were breaks in the service of the workman and he has not completed 240 days of continuous service in a calendar year preceding termination. Learned Representative for management referred cross-examination of AW1 wherein he has admitted as correct that he has not worked with the management after 24.05.2019. On the other hand, Learned Representative for the workman argued that there was no break in the service of the workman. On 25.05.2019 when the workman reported for duty he was verbally refused to join duty without assigning any reason and notice. To my opinion, the management has failed to prove that there were breaks in the service of the workman. AW1 has denied the suggestion as wrong that there were breaks in service. The suggestion which is denied as wrong by the witness is no evidence unless proved otherwise. In the present case, the management has not produced on record any document showing the workman's absence from duty during his tenure from July 1996 to 24.05.2019. Therefore, the workman is proved to have completed continuous service of more than 240 days in a calendar year preceding termination.

16. Learned Representative for the management has argued that the management had issued a registered letter dated 13.06.2019 to the workman, requiring him to join the duty but the workman did not join. On the other hand, Learned Representative for the workman argued that no such alleged registered letter was ever received by the workman. To my opinion, the plea taken by the management that registered letter dated 13.06.2019 was served to the workman does not stand proved. Along with the written statement the copy of the registered letter dated 13.06.2019 and the accompanied postal receipt was not placed on record. AW1 in his cross-examination admitted as correct that his address is same as mentioned in registered letter dated 13.06.2019. At the time of recording cross-examination Learned Representative for the management had put from his own record the copy of letter dated 13.06.2019 but did not place on record copy of the same. However, at the time of its own evidence the management's witness MW1 Sunil Bhambri brought into evidence photocopy of letter dated 13.06.2019 having affixed copy of postal receipt dated 15.06.2019 vide Exhibit 'M3'. In this manner the letter dated 13.06.2019 has been brought into evidence at a belated stage, which deprived the workman opportunity to explain the receipt or non-receipt of the said letter. In para No.1 written reply / written statement filed by the management it has been pleaded that the registered letter dated 13.06.2019 was sent at his address as per the record of the management which was received by him as is evident from the track consignment of the postal department which was delivered to him on 15.06.2019. The perusal of Exhibit 'M3' would reveal that photocopy of postal receipt alleged to be of dated 15.06.2019 is not legible and the date of dispatch of registered post could not be ascertained from the same. Besides, original postal receipt is not produced on record. The acknowledgement showing the delivery of the registered post / letter dated 13.06.2019 or the track consignment report of Postal Department showing the delivery of RC to the addressee allegedly

dispatched on 13.06.2019 or 15.06.2019 is not placed on record. The photocopy of track consignment report of Postal Department accompanied with Exhibit 'M3' reveals that the item delivered to the addressee on 15.06.2019 through speed post was booked on 14.06.2019. It is not the case of the management that letter dated 13.06.2019 was posted through speed post on 14.06.2019. Above all, the workman in Para No.1 of rejoinder denied the receipt of letter dated 13.06.2019. Under the circumstances, it cannot be said that letter dated 13.06.2019 / Exhibit 'M3' was delivered to the workman.

17. To my opinion, the version of the workman that he approached the management on 25.05.2019 but he was refused work by the management without assigning any reason & notice, cannot be disbelieved because on aggrieved from the act of the management which refused him work, the workman has raised the demand notice dated 29.07.2019 seeking reinstatement. If the workman proceeded on one month's leave without getting it sanctioned, at the most, absence from duty amounts to misconduct. The management was required to issue charge sheet or to hold domestic inquiry against the workman for his misconduct of absence from duty. The management has neither issued any charge sheet nor held any domestic inquiry against the workman. MW1 in his cross-examination stated that the workman was not issued any memo or charge sheet for non-joining of his duties. The management has not made any attempt to issue any letter or to communicate to the workman calling him to re-join his duties. MW1 in his cross-examination stated that no effort was made to resend any letter to the workman calling him to join his duties. On the other hand, the workman not only approached the management to allow him to re-join his duty but has also approached the Labour Inspector and then raised the demand notice and approached the Assistant Labour Commissioner, U.T. Chandigarh for intervention but no settlement was effected.

18. In view of the reasons recorded above, the management's action refusing work to the workman amounts to retrenchment which is a termination under Section 2(oo) of the ID Act. Consequently, the termination of services of the workman without compliance of Section 25-F of the ID Act is illegal. The workman is entitled to reinstatement. Moreover, MW1 in his cross-examination (recorded on 25.07.2023) stated that today he is ready to take back the workman on duty. He is not ready to pay back wages to the workman due to non-performance of duty by the workman.

19. The oral plea of the workman alleged that he was drawing monthly wages of ₹16,200/- is not supported with any document. In cross-examination AW1 / workman denied the suggestion as wrong that he was being paid ₹ 9,900/- per month. Aforesaid suggestion would imply that the management has not disputed ₹ 9,900/- being monthly wages of the workman.

20. In view of the discussion above, the workman is held entitled to reinstatement with continuity of service along with 50% back wages and consequential benefits.

21. Accordingly, issue No.1 & 2 is decided in favour of the workman and against the management. Issue No.3 is decided against the management and in favour of the workman.

Relief :

22. In the view of foregoing finding on the issues above, this industrial dispute is allowed. The workman is entitled to reinstatement with continuity of service along with 50% back wages and consequential benefits. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.),

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory Chandigarh.

UID No. PB0152.

Dated : 18.10.2023.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 5th January 2024

No. 13/2/72-HII(2)-2023/314.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **93/2020 dated 18.10.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

GAGAN SINGH, H. NO. 324, GF, CHARAN SINGH COLONY, MOULI JAGRAN, CHANDIGARH.
(Workman)

AND

M/S BHAMBRI PRINTERS, PLOT NO.704, INDUSTRIAL AREA, PHASE-I, CHANDIGARH.
THROUGH ITS PARTNER. (Management)

AWARD

1. Gagan Singh, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Operator on 07.09.2011. The workman was deployed on numbering and binding work. The workman remained in uninterrupted employment up to 26.06.2018, when his services were illegally & wrongly terminated by refusing of work. The workman was drawing ₹ 8,000/- per month as wages at the time of termination. The workman was on authorised leave from 05.06.2018 to 26.06.2018 as he was to go to his native village at Himachal Pradesh. The workman reported for duty on 27.06.2018 but he was refused work without assigning any reason & notice. The workman lodged a complaint dated 06.08.2018 with the Labour Inspector, U.T. Chandigarh for his reinstatement but despite of many dates the dispute could not be settled. The workman then served upon the management a demand notice dated 21.01.2019 for his reinstatement. The management neither replied the demand notice nor took the workman back on duty. The Conciliation Officer, U.T. Chandigarh was requested for his intervention into the matter. The matter could not be settled within the stipulated period. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management retained junior person in service when the service of the workman was terminated, thus management has violated Section 25-G of the ID Act. Violation of the same makes the termination void. The action of the management in terminating the services is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained un-employed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service, full back wages without change in service condition and with all attendant benefits.

3. On notice, management contested the claim statement by filing written statement on 18.05.2021 wherein it is stated that the workman joined with the management on 07.05.2013. The workman was on leave in December 2014, December 2015, September 2016, October 2016, May to June 2017 and November 2017 and December, 2017. The workman since 31.10.2017 had never informed the management about his whereabouts. The workman was never on authorised any leave from 05.06.2018 to 26.06.2018 because as per record of the management the workman was never on duty since 31.10.2017. Since the workman was not able to support his own claim, the Labour Inspector, U.T. Chandigarh has dismissed the complaint as the workman had filed the

complaint after the period of 9 months. It is not denied that since no amicable settlement was possible, the Conciliation Officer, therefore advised the workman to approach the appropriate forum for adjudication. Since the workman left the work on his own and there was no refusal by the management, thus there is no violation of Section 2(oo) and Section 25-F of the ID Act. The workman has left the work without any intimation to the management so no charge sheet was issued. The workman was paid for the work he had done, as per his salary details. Since the workman had earlier also left the work without intimation the workman does not seem to be a faithful worker. The workman had abandoned the job from the management and he was never asked to leave nor he was terminated. The workman left the management without intimation, there cannot be any continuity of service with full back wages as he was never terminated. Rest of the averments of claim statement are denied as wrong. Prayer is made that claim is liable to be dismissed.

4. Workman filed rejoinder wherein contents of the written statement except admitted facts are denied and averments of claim statement are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 22.03.2022 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

6. In evidence, workman Gagan Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 02.02.2023 the workman closed his evidence in affirmative.

7. On the other hand, management examined MW1 Sunil Bhambri - Partner of Bhambri Printers, who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' & Exhibit 'M2' and Mark 'X'.

Exhibit 'M1' is attested copy of statement of account of Account No.565044004682 for the period 01.12.2016 to 31.12.2016 maintained with Kotak Mahindra Bank.

Exhibit 'M2' is copy of Electronic Challan-cum-Return (ECR) Employees Provident Fund (EPF) & ESI relating to Establishment Bhambri Printers for the period January 2017 to June 2017, August 2017, October 2017 and November 2017 along with copy of member details incorporating name of workman Gagan Singh.

Mark 'X' is photocopy of proceedings dated 18.10.2018.

8. Management also examined MW2 Sukhjeet Singh - Clerk, office of Assistant Labour Commissioner, U.T. Chandigarh, who brought the original summon record relating to Suraj Kumar and tendered into evidence copy of documents Exhibit 'MW2/1' & Exhibit 'MW2/2'.

Exhibit 'MW2/1' is copy of complaint dated 06.08.2018

Exhibit 'MW2/2' proceedings dated 09.08.2018, 14.09.2018, 05.10.2018 and 18.10.2018.

9. On 25.07.2023 Shri Sunil Bhambri - Partner closed oral evidence on behalf of the management. On 18.10.2023 Learned Representative for the management closed documentary evidence on behalf of the management.

10. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issue No. 1 :

11. Onus to prove this issue is on the workman.

12. Under this issue workman Gagan Singh examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

13. On the other hand, management examined MW1 Sunil Bhambri - Partner of Bhambri Printers, who vide his affidavit Exhibit 'MW1/A' deposed the entire material contents of the written statement supported with documents Exhibit 'M1' & Exhibit 'M2' and Mark 'X'.

14. From the oral as well documentary evidence led by the parties, it comes out that the parties have disputed the date of appointment of the workman. The workman has alleged that he was appointed on 07.09.2011 whereas the management has alleged that the workman has joined on 07.05.2013. None of the parties have brought into evidence the appointment letter of the workman. It is for the employer to issue appointment letter to the worker engaged by it. It is not the case of the management that the appointment letter was not issued to the workman. MW1 in his cross-examination stated that appointment letter of the workman is not traceable. The version of MW1 that appointment letter of the workman is not traceable is not trustworthy because nothing is brought on record to show the loss of document / appointment letter. Under the circumstances, adverse inference stands drawn against the management and it is assumed that the workman was appointed on 07.09.2011. The workman has taken the plea that he remained in un-interrupted employment of the management from 07.09.2011 up to 26.06.2018. On the other hand, the management in para 1 of the written statement has pleaded that the workman was on leave in December 2014, December 2015, September 2016, October 2016, May to June 2017 and November 2017 and December 2017. The aforesaid plea taken by the management does not stand proved as no suggestion to the effect is put to AW1 in his cross-examination. Moreover, the said fact pleaded in para 1 of the written statement is denied by the workman in the rejoinder. AW1 / workman during the cross-examination admitted as correct that he has not worked with the management after 31.10.2017 and further stated that from 05.06.2018 to 26.06.2018 he went to his village but he has not submitted any application for leave and verbally told the management. AW1 voluntarily stated that there is no provision for submitting the application for leave. On the other hand, the management in para No.2 of the written statement has taken the plea that the workman was never on authorised leave from 05.06.2018 to 26.06.2018 because as per record of the management the workman was never on duty since 31.10.2017. To my opinion, from the aforesaid plea taken by the management in its written statement, it is sufficiently proved that management is in possession of the record regarding attendance of the workman but no such record is brought into evidence. The management has withheld the best evidence i.e. the attendance record of the workman, which is otherwise also supposed to be in custody of the employer i.e. management. Thus, non-production of attendance record of the workman raises strong presumption against the management.

15. It is argued by Learned Representative for the workman that after the leave period when the workman reported for duty on 27.06.2018, he was refused work without assigning any reason and notice. It is further argued by Learned Representative for the workman that refusal of work amounts to retrenchment which is a termination under Section 2(oo) of the ID Act. On the other hand, it is argued by Learned Representative for the management that no leave of any kind was sanctioned to the workman. He had not worked with the management after 31.10.2017. In fact, the workman had left the job without any intimation and communication to the management, therefore the workman was not asked to join back. It is a case of abandonment of job by the workman.

16. To my opinion, no doubt that workman did not prove on record any written leave application or sanction of leave for the period w.e.f. 05.06.2018 to 26.06.2018 but the version of the workman that he approached the management on 27.06.2018 but he was refused work without assigning any reason & notice, cannot be disbelieved because on aggrieved from the act of the management which refused him work, the workman approached the Labour Inspector and filed complaint dated 06.08.2018 seeking reinstatement. From the record Mark 'X' produced into evidence by the management, it is made out that the complaint of the workman was disposed off being not maintainable and the workman was granted liberty to approach the higher authority for redressal of the grievance, if he deems fit. Thus, the complaint dated 06.08.2018 was not decided on merits and in no manner raises any adverse inference against the workman. If the workman proceeded on

22 days' leave without getting it sanctioned, at the most, absence from duty amounts to misconduct. The management was required to issue charge sheet or to hold domestic inquiry against the workman for his misconduct of absence from duty. The management has neither issued any charge sheet nor held any domestic inquiry against the workman. MW1 in his cross-examination stated that the workman was not issued any memo or charge sheet for non-joining of his duties. The management has not made any attempt to issue any letter or to communicate to the workman calling him to re-join his duties. On the other hand, the workman not only approached the management to allow him to re-join his duty but has also approached the Labour Inspector and then raised the demand notice and approached the Assistant Labour Commissioner, U.T. Chandigarh for intervention but no settlement was effected.

17. In view of the reasons recorded above, the management's action refusing work to the workman amounts to retrenchment which is a termination under Section 2(oo) of the ID Act. Consequently, the termination of services of the workman without compliance of Section 25-F of the ID Act is illegal. The workman is entitled to reinstatement. Moreover, MW1 in his cross-examination (recorded on 25.07.2023) stated that today he is ready to take back the workman on duty. He is not ready to pay back wages to the workman due to non-performance of duty by the workman.

18. The oral plea of the workman alleged that he was drawing monthly wages of ₹ 8,500/-is not supported with any document. In cross-examination AW1 / workman denied the suggestion as wrong that he was being paid ₹ 8,900/- per month. Aforesaid suggestion would imply that the management has not disputed ₹8,900/- being monthly wages of the workman.

19. In view of the discussion above, the workman is held entitled to reinstatement with continuity of service along with 50% back wages and consequential benefits.

20. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

21. In the view of foregoing finding on the issue above, this industrial dispute is allowed. The workman is entitled to reinstatement with continuity of service along with 50% back wages and consequential benefits. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.),

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory Chandigarh.

UID No. PB0152.

Dated : 18.10.2023.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 9th January 2024

No. 13/1/9388-HII(2)-2023/588.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **28/2017 dated 01.09.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JAGDISH & OTHERS (51), C/O SHRI RAMESH CHAUHAN, R/O HOUSE NO. 2295, SECTOR 35-C, CHANDIGARH (Workmen)

AND

1. STATE OF HARYANA THROUGH SECRETARY TRANSPORT, CIVIL SECRETARIAT, CHANDIGARH.
2. THE TRANSPORT COMMISSIONER, GOVT. OF HARYANA, 30 BAYS BUILDING, SECTOR 17, CHANDIGARH (Management)

AWARD

1. Vide Endorsement No.13/1/9388-HII(2)-2017/6655 Dated 20.07.2017 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 27.02.2015 raised by Jagdish & Others (51) (*hereinafter in short referred "workmen"*) upon the State of Haryana through Secretary Transport, Chandigarh & Another (*hereinafter in short referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*hereinafter in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 27.02.2017 by S/Shri Jagdish & Others (51), C/o Shri Ramesh Chauhan, R/o House No.2295, Sector 35-C, Chandigarh And (1) The Transport Commissioner, Government of Haryana, 30 Bays Building Sector 17, Chandigarh, are genuine and justified. If so, to what effect and to what relief the Union / Workers are entitled to, if any ?"

2. Upon notice, the workmen appeared through their representative Shri R. K. Chopra. Statement of claim was filed on 13.09.2017. Briefly stated the averments of claim statement are that the workmen (*hereinafter 'applicant/Conductors'*) along with 171 candidates were enrolled in the Employment Exchange, Faridabad. In the year 1993 under the compulsory notification of Vacancies Act, the General Manager, Faridabad sent a requisition to the Employment Exchange, Faridabad for filling ten posts of Conductors on contractual basis in Faridabad Depot. The Employment Exchange, Faridabad sponsored 171 candidates including applicants/ Conductors interview was held on 12.05.1993 but no selection was made and list was kept pending. In December 1993, there was state-wide strike by Roadways Employees, which was lasted for 8 days. To meet out the emergent situation, the General Manager, Haryana Roadways, Faridabad forwarded list of 56 candidates out of 171 candidates to the General Manager, Haryana, Hisar, Bhiwani and Jind vide letter dated 09.12.1993 for filling the post of Conductors on contractual basis. These 53 conductors firstly went to join their duties at Faridabad Depot but were not allowed to join their duties at Faridabad Depot of Haryana Roadways. Thereafter, these 53 candidates were directed to join their duties at Hissar, Bhiwani and Jind Depot, but no one was allowed to join their duties at Hisar, Bhiwani and Jind Depot of Haryana Roadways. The General Manager, Faridabad

appointed 9 persons as Conductors on contract basis during the period of strike ignoring the list of 171 persons sent by the Employment Exchange, Faridabad. The list of aforesaid 9 persons appointed as Conductors is as below :-

<u>Sr. No.</u>	<u>Name</u>	<u>Father's Name</u>	<u>Date of Appointment</u>
1.	Surjeet Singh	Parkash	10.12.1993
2.	Ramesh Kumar	Dharam Singh	10.12.1993
3.	Narinder Kumar	Om Parkash	10.12.1993
4.	Anil Kumar	Beer Singh	10.12.1993
5.	Anil Rana	Inder Singh	15.12.1993
6.	Siri Pal	Om Parkash	15.12.1993
7.	Satpal	Om Parkash	15.12.1993
8.	Attam	Amar Singh	15.12.1993
9.	Dinesh Kumar	Sarup Singh	16.12.1993
			Terminated on 20.09.1999

In this way right of the applicants/Conductor was infringed. There was no reason to appoint abovementioned 9 untrained and unlicensed Conductors on contractual basis when the list of 171 trained and licensed Conductors was already available with the General Manager, Faridabad Depot, therefore, it was an illegal appointment. No reason was given by the General Manager, Haryana Roadways, Faridabad for ignoring of trained and licensed applicants/Conductors. Further, the Transport Commissioner, Haryana Roadways brought 10 more Conductors from Dadri Depot and put them on duty on clear vacancies at Haryana Roadways, Faridabad Depot ignoring the legal right of 48 conductors and flouting the provisions of Compulsory Notification Act. The General Manager, Haryana Roadways, Faridabad illegally ignored the legal right of applicants/Conductors. The applicants/Conductors should have been appointed first instead of bringing 10 Conductors from Charkhi Dadri. These 171 Conductors were senior to these 10 candidates in view of the interview dated 12.05.1993 and on the basis of letter dated 09.12.1993. The applicants/Conductors have legal right to have their seniority over and above the abovementioned persons. The applicants/Conductors were already selected as Conductors on 12.05.1993 and later on 09.12.1993 and were directed to join duty at Hisar, Jind and Bhiwani. But the applicants/Conductors were not allowed to join their duty. Following applicants/Conductors were taken as Conductors on contractual basis from May, June 2004 and their services were regularised on the date mentioned against each candidate in view of the fact that 10 persons out of 56 sponsored by the Employment Exchange filed CWP No.15864 of 1994, CWP No.3222 of 1995, 4561 of 1995 and 16556 of 1995 in Hon'ble High Court of Punjab & Haryana for seeking appointment :-

<u>Sr. No.</u>	<u>Name</u>	<u>Actual date of appointment on contractual basis</u>	<u>Deemed date of appointment on contractual basis</u>
1.	Ram Swroop	05.05.1997	07.01.1996
2.	Balbir Singh	05.05.1997	07.01.1996
3.	Jagdish Chander	05.05.1997	07.01.1996
4.	Digamber	05.05.1997	07.01.1996
5.	Kanwar Lal	05.05.1997	07.01.1996
6.	Ratti Ram	05.05.1997	07.01.1996

7.	Suresh	05.05.1997	07.01.1996
8.	Raj Singh	02.05.1997	07.01.1996
9.	Laxman	01.06.1997	07.01.1996
10.	Amar Singh	-	Service terminated

All the applicants/Conductors were similarly situated therefore appointing only above ten candidates in 1996 out of list of 56 candidates is an illegality committed by the management because they have similar legal right to be appointed on the same date, as they were also similarly situated. Though remaining 48 applicants/Conductors got contractual appointment in May and June, 2004 after filing writ petitions but they have right of seniority over and above the abovementioned conductors and over and above all the conductors selected earlier ignoring the right of the applicants/Conductors. There is common joint seniority of all the Conductors of Haryana. Therefore, the applicants/Conductors were senior to all the above persons appointed as Conductor. The management had flouted the law of seniority and regularised only junior person as Conductors therefore transfer of Conductor from Charkhi Dadri to Faridabad was an illegal act on the part of the management. All the applicants/Conductors selected in May / June 2004 were firstly denied their duties as Conductors at Faridabad Depot and secondly when they were not taken on duty by the General Manager, Haryana Roadways, Hisar, Jind and Bhiwani without there being any fault on their part and were not allowed to join duty till May 2004, which action of the General Manager, Haryana Roadways, Faridabad will amount to termination of the services from 1993 to April 2004. Hence, they are deemed to be in service from 1993 to April 2004 and their seniority be counted from 1993 only and not from May 2004. In view of the above mentioned facts, all the applicants/Conductors deserves seniority higher to the Conductors selected and appointed prior to May, 2004 ignoring their legal right to be appointed prior to them. The principle to maintain seniority was totally ignored as Shri Suresh Kumar - Conductor C-223, Shri Sanjeev Kumar - Conductor C-10 and Shri Krishan Kumar - Conductor C-210 who were junior to the applicants/Conductors were made senior illegally. The right of the applicants/Conductors for regularisation was illegally ignored while Shri Suresh Kumar - Conductor C-223, Shri Sanjeev Kumar - Conductor C-10 and Shri Krishan Kumar - Conductor C-210 were regularised. The applicants/Conductors were discriminated as a few persons from the seniority list of Conductors were regularised while the applicants/Conductors were illegally removed. Vide letter dated 12.05.2016 Shri Sanjeev Kumar, Krishan Kumar and Suresh Kumar joined their duty on 07.12.1993, 07.12.1993 and 15.12.1993 respectively in strike period and their services were terminated on 21.12.1993, 21.12.1993 and 27.11.1994 respectively and all these three were taken on duty vide order No.1396/EA/RK dated 25.05.2004 and 26.06.2004 and their services were regularised from 01.03.1997 whereas services of all the applicants/Conductors have not been regularised from 01.03.1997 to May 2004 in spite of the fact that there is a common joint seniority of conductors, therefore, the applicants/Conductors have legal right to have their seniority over Sanjeev Kumar, Krishan Kumar and Suresh Kumar. The 'pick & choose' policy of Haryana Roadways is illegal and all the applicants/Conductors deserve to be regularised from 01.03.1997 instead of May 2004. Prayer is made that the seniority of the applicants/Conductors from 1993 may re-fixed.

3. On 25.10.2017, the workman filed application for deleting the name of management No.1 from arrays of the parties being proforma party and no relief is being claimed against management No.1. Vide order dated 25.10.2017 the management No.1 was ordered to be deleted from array of the parties.

4. On notice, management contested the claim statement by filing written statement on dated 13.12.2017 wherein preliminary objections are raised on the ground that the reference of the claimants is not maintainable in law or in facts. The claim of the claimants is liable to be dismissed prima facie on the grounds of non-joinder of necessary party. The claimants have not preferred General Manager, Haryana Roadways as a party to the present statement of claim. The record of the present claim lies within the jurisdiction of General Manager, Haryana Roadways, Faridabad. The competent authority in case of Conductor is concerned General Manager. The claimants have not intentionally impleaded General manager, Haryana Roadways, Faridabad as a party to the present claim, as the claimants had malafide intention to prevent the proper facts being brought before this Court. The claimants have no cause of action against the management. The claim has been filed on insubstantial grounds. The claimants have concealed the material facts and twisted the facts in a wrong manner, with a view

to mislead this Court. There were no vacancies for the post of Conductors, therefore, no selection were made for the post of Conductors from interviews conducted on 12.05.1993. However, subsequently permission was obtained from Transport Commissioner, Haryana Roadways, Chandigarh vide letter No.1406-29/A1/E3 dated 11.02.2004 and by virtue of the same 750 Conductors were appointed in May 2004 and according to such appointment the seniority list has been prepared by the department. There were no vacancies for the post of Conductors prior to year 2004, therefore, the claimants cannot be regularised w.e.f. 01.03.1997. The claimant has no locus standi. No right of the claimants has been illegally infringed. The claim of the claimants is false and fabricated. The claimants have misrepresented the actual facts. The claimants have indulged in an unnecessary and unwarranted litigation without having any cause of action. Besides, the claim is liable to be dismissed on the grounds of jurisdiction. The nature of claim pleaded herewith is not within the jurisdiction of the Labour Court. The claimants have intentionally filed the present claim to divest and wastage of resources and time of the management. The claim is nothing but an abuse and misuse of the proceedings before this Court.

5. Further on merits, it is stated that it is a matter of record that the claimants have decided to engage Shri Ramesh Chopra to represent the case before the Labour Court, Chandigarh. It is denied that claimants have served demand notice to the respondent. The respondent-management has not received the alleged demand notice dated 06.08.2016. It is not disputed that all the applicants/Conductors were enrolled along with 171 candidates in the Employment Exchange, Faridabad and in the year 1993, the General Manager, Faridabad sent requisition to the Employment Exchange, Faridabad for filling 10 posts of Conductors on contractual basis. The Employment Exchange, Faridabad sponsored 171 candidates including the applicants/Conductors. Their interview was held on 12.05.1993 but no selection was made and the selection list was kept pending. It is further submitted that there was a strike of workers in the year 1993. For the purpose of proper conduct of work in Faridabad Depot, General Manager, Faridabad sent a requisition to the Employment Exchange, Faridabad for filling 10 posts of Conductors, subsequently the interview was held on 12.05.1993 in which 171 applicants had applied and were interviewed. However, the number of vehicles was reduced and thus there was no requirement of new conductors. Therefore, no selections were made for the post of Conductor from the interviews conducted on 12.05.1993. The facts pleaded in para 3, 5, 7 & 11 of the claim statement are not disputed and replied that the same are matter of record. It is further stated that on 12.05.1993 interviews were held in which 171 applicants had applied and during the strike of workers in 1993, 56 out of 171 candidates interviewed were deputed in Haryana Roadways at Hisar, Bhiwani and Jind Depots. However, the appointed candidates did not join their duties in the respective depots and thus were not regularised. It is admitted as correct to the extent that the General Manager, Faridabad appointed 9 persons as Conductors on contract basis in December 1993. It is further submitted that there was strike of workers in the year 1993 and for the purpose of proper conduct of work in Faridabad Depot, the General Manager, Faridabad sent a requisition to the Employment Exchange, Faridabad for filling 10 posts of Conductors, however, since there was no requirement of new Conductors in Faridabad, 56 out of 171 candidates interviewed were deputed in Haryana Roadways at Hisar, Bhiwani and Jind Depots. Later the strike continued for a long period and the regular Conductors were terminated on account of which some vacancies were created. Thus, in the interest of public and for proper conduct direct recruitments were made of experienced Conductors fulfilling all the conditions and requirements and subsequently 9 candidates were hired on the post of Conductors. 10 Conductors were appointed by the Transport Commissioner to meet demand for peak season vide its letter No.10819-37 dated 15.06.1994. The 56 candidates appointed from the list of candidates of Employment Exchange and deputed in Hisar, Bhiwani and Jind but these candidates did not join their duties at respective depots and did not inform the officer of the management that they do not want to and in fact did not join their duties, instead, 10 candidates out of these 56 appointees approached Hon'ble High Court of Punjab & Haryana and filed writ petition to this effect. Subsequently, the Government approved for appointment of Conductors and also as per the directions of Hon'ble High Court of Punjab & Haryana in CWP No.10300 of 1997 vide its order dated 22.07.1997 and directions issued by the Hon'ble Supreme Court in SLP (C) No.6517 of 2003 vide its order dated 16.01.2004. According to directions of the Transport Commissioner vide its letter No.1406-29/A1/E3

dated 11.02.2004, the General Managers in the year 2004, made new appointments for filling the vacancies of the Conductors while also considering the list of candidates received from Employment Exchange in the year 1993. The Hon'ble High Court of Punjab & Haryana vide its judgment dated 19.05.1997 in CWP No.3006 of 1996 held that *"The plea of the petitioners for issuance of directions to the respondents to appointment on the basis of alleged selection made in the year 1993 is rejected."* It is further submitted that Hon'ble High Court of Punjab & Haryana in CWP No.10300 of 1997 vide its order dated 22.07.1997 reaffirmed its judgment dated 19.05.1997 in CWP No.3006 of 1996 were similarly situated persons. It is wrong that the claimants are entitled to right of seniority over and above the other Conductors on the basis of the selections made in the year 1993. The list of seniority of Conductors has been prepared on the basis of the record. It is incorrect that transfer of Conductors from Charkhi Dadri to Faridabad was an illegal act. The said transfer was made in compliance of directions issued by the Transport Commissioner, Haryana Roadways, Chandigarh under letter No.10819-37/A1/E3 dated 15.06.1994. Further similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as wrong. Prayer is made that claim of the workmen may be dismissed.

6. Replication not filed. From the pleadings of the parties, following issues were framed vide order dated 08.05.2018 :-

1. Whether the demand raised in the demand notice dated 27.02.2017 by the workmen to the management are genuine & justified, if so, to what effect and to what relief the workmen are entitled to, if any ? OPW
2. Whether the reference is not maintainable ? OPM
3. Whether the reference is bad for non-joinder of the necessary parties ? OPM
4. Whether this Court has no jurisdiction to decide the present reference ? OPM
5. Relief.

7. In evidence the workman Jagdish S/o Ganga Lal examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. The workmen examined AW2 Parveen - Clerk, Office of General Manager, Haryana Roadways, Sirsa, who tendered into evidence copy of order bearing endorsement No.2224-27-EA/ECC dated 08.12.2017 vide Exhibit 'AW2/1'; AW3 Vinod Kumar - Clerk, office of General Manager, Haryana Roadways, Jind, who proved into evidence the documents i.e. orders bearing endorsement No.3217-18/ECC dated 12.05.2016, No.3214-15/ECC dated 12.05.2016 and No.3220-21/ECC dated 12.05.2016 vide Exhibit 'AW3/1' to Exhibit 'AW3/3'; AW4 Ashwani Kumar - Superintendent, Office of Haryana Roadways, Faridabad, Haryana, who tendered into evidence attested copies of record i.e. letter No.3217-18/ECC dated 12.05.2016 vide Exhibit 'AW4/1' (document already tendered by AW3 vide Exhibit 'AW3/1'), letter No.3214-15/ECC dated 12.05.2016 vide Exhibit 'AW4/2' (document already tendered by AW3 vide Exhibit 'AW3/2'), letter No.3220-21/ECC dated 12.05.2016 vide Exhibit 'AW4/3' (document already tendered by AW3 vide Exhibit 'AW3/3'). On 02.03.2022 Learned Representative for the workmen tendered into evidence certified copy of order of Hon'ble High Court passed in CWP No.16301 of 2013 vide Exhibit 'AX' and closed evidence on behalf of workmen.

8. On the other hand, management examined MW1 Padam Singh - Clerk office of General Manager, Haryana Roadways, Faridabad, who tendered his affidavit Exhibit 'MW1/A' along with attested copy of letter dated 11.02.2004 issued by Transport Commissioner, Haryana to all General Manager, Haryana Roadways and Flying Squad Officer, I.S.B.T. Delhi vide Exhibit 'M1' and copy of order dated 19.05.1997 in CWP No.3006 of 1996 passed by the Hon'ble High Court of Punjab & Haryana, Chandigarh vide Exhibit 'M2'. On 28.08.2023 Learned Government Pleader for the management closed the evidence.

9. I have heard arguments of Learned Representative for the workmen and Learned Government Pleader for the management and perused the judicial file. My issue-wise findings are as below :-

Issue No. 1 :

10. Onus to prove this issue is on the workmen.

11. Under this issue the workman Jagdish - Ex-conductor examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the entire averments of claim statement which are not reproduced here for the sake of brevity. In his affidavit AW1 specifically deposed that the General Manager, Faridabad appointed 9 persons as Conductors on contract basis during the period of strike ignoring the list of 171 persons sent by the Employment Exchange, Faridabad. AW1 mentioned the name of the said 9 persons appointed as Conductor as below :-

<u>Sr. No.</u>	<u>Name</u>	<u>Father's Name</u>	<u>Date of Appointment</u>
1.	Surjeet Singh	Parkash	10.12.1993
2.	Ramesh Kumar	Dharam Singh	10.12.199
3.	Narinder Kumar	Om Parkash	10.12.1993
4.	Anil Kumar	Beer Singh	10.12.1993
5.	Anil Rana	Inder Singh	15.12.1993
6.	Siri Pal	Om Parkash	15.12.1993
7.	Satpal	Om Parkash	15.12.1993
8.	Attam	Amar Singh	15.12.1993
9.	Dinesh Kumar	Sarup Singh	16.12.1993 Terminated on 20.09.1999

AW1 further mentioned the list of the 10 persons regularized on the date mentioned against each candidate, in view of the fact that 10 persons out of 56 sponsored by Employment Exchange filed CWP No.15864 of 1994, CWP No.3222 of 1995, CWP No.4561 of 1995 and CWP No.16556 of 1995 in the Hon'ble High Court of Punjab & Haryana for seeking appointment. The list of said 10 persons is reproduced as below :-

<u>Sr. No.</u>	<u>Name</u>	<u>Actual date of appointment on contractual basis</u>	<u>Deemed date of appointment on contractual basis</u>
1.	Ram Swroop	05.05.1997	07.01.1996
2.	Balbir Singh	05.05.1997	07.01.1996
3.	Jagdish Chander	05.05.1997	07.01.1996
4.	Digamber	05.05.1997	07.01.1996
5.	Kanwar Lal	05.05.1997	07.01.1996
6.	Ratti Ram	05.05.1997	07.01.1996
7.	Suresh	05.05.1997	07.01.1996
8.	Raj Singh	02.05.1997	07.01.1996
9.	Laxman	01.06.1997	07.01.1996
10.	Amar Singh	-	Service terminated

AW1 in his affidavit mentioned the date of joining of all the 51 Conductors, who are complainant / workmen in this case. The date of their joining and their duty in different depot of Haryana Roadways is mentioned therein. The list of said 49 out of 51 Conductors is reproduced as below :-

<u>Sr. No.</u>	<u>Name</u>	<u>Conductor No.</u>	<u>Date of joining</u>	<u>Name of depot</u>
1.	Jagdish	C-80	28.07.2004	Faridabad
2.	Jagdish S/o Om Parkash	C-60	23.06.2004	Faridabad C.B.S
3.	Babu Lal	C-16		Faridabad
4.	Abdul Mazid	C-98	23.06.2004	Faridabad
5.	Phool Chand	C-57	25.05.2004	Faridabad
6.	Sanjay	C-69	28.07.2004	Faridabad
7.	Devi Ram	C-59	26.05.2004	Faridabad
8.	Bijender	C-58	25.05.2004	Faridabad
9.	Mehar Chand	C-63	25.05.2004	Faridabad
10.	Nem Singh	C-48	25.05.2004	Faridabad CBS
11.	Ram Khilari	C-185	23.06.2004	Faridabad CBS
12.	Isub Khan	C-51	25.05.2004	Faridabad CBS
13.	Abdul Mazid	C-32	25.05.2004	Faridabad
14.	Lal Singh	C-53	23.06.2004	Faridabad CBS
15.	Rajpal	C-67	23.06.2004	Faridabad CBS
16.	Narinder Kumar	C-54	23.06.2004	Faridabad
17.	Sher Singh	C-13	25.05.2004	Faridabad CBS
18.	Dhara Singh	C-81	28.07.2001	Faridabad
19.	Rajinder	C-53	26.05.2004	Palwal
20.	Harphool Singh	C-54	06.06.2004	Palwal
21.	Daya Ram	C-48	26.05.2004	Palwal
22.	Mangal Sain	C-65	25.05.2004	Palwal
23.	Ashok Kumar	C-64	06.06.2004	Palwal
24.	Akhya Singh	C-18	07.06.2004	Palwal
25.	Shripal	C-45	26.05.2004	Palwal
26.	Ranbir	C-28	26.05.2004	Faridabad
27.	Lekh Ram	C-62	26.05.2004	Palwal
28.	Jagdish	C-50	26.05.2004	Palwal
29.	Puran Lal	C-35	07.06.2004	Faridabad CBS

30.	Bharat Pal	C-01	07.06.2004	Faridabad
31.	Birender	C-46	25.07.2004	Delhi / Palwal
32.	Niranjan Singh	C-18	23.06.2004	Nuh
33.	Inderjit	C-05	26.05.2004	Palwal
34.	Paras Ram	C-61	26.05.2004	Palwal
35.	Bhagwan Singh	C-66	02.08.2004	Palwal
36.	Shiv Ram	C-58	22.06.2004	Palwal
37.	Naresh Kumar	C-14	23.06.2004	Palwal
38.	Bir Singh	C-41	23.06.2004	Faridabad
39.	Rambir	C-63	25.05.2004	Palwal
40.	Subhash Singh	C-55	25.05.2004	Palwal
41.	Birpal Singh	C-47	25.05.2004	Palwal
42.	Rajpal	C-60	22.06.2004	Palwal
43.	Gopal	C-51	25.07.2004	Palwal
44.	Rajbir Singh	C-56	07.06.2004	Palwal
45.	Ved Pal	C-59	26.05.2004	Palwal
46.	Sukhbir	C-60	26.05.2004	Faridabad
47.	Daya Chand	C-61	26.05.2004	Faridabad
48.	Surjit	C-65	23.06.2004	Faridabad
49.	Ranbir	C-140	07.06.2004	Delhi

12. Furthermore, AW1 in his affidavit has mentioned the list of 19 Conductors, who were allowed regularization by the General Manager, Sirsa vide order dated 08.12.2017 bearing Endorsement No. 2224-27 on the basis of judgment in CWP No.16301 of 2013 tilted as Naresh Singh and Others Versus State of Haryana, disposed off on 19.05.2017. The list of aforesaid 19 Conductors as mentioned in affidavit Exhibit 'AW1/A' is reproduced as below :-

<u>Petitioner</u>	<u>Name of Petitioner with Designation</u>	<u>Father's Name</u>	<u>Date of earlier regularization</u>	<u>Date of preponement of regularisation</u>
1.	Naresh Singh C.No.206	Sh. Mahinder Singh	24.05.2004	01.01.1996
2.	Gaja Nand C.No.22	Sh. Nand Ram	27.05.2004	01.01.1996
3.	Dharampal C.No. 238	Sh. Om Parkash	24.05.2004	01.01.1996
4.	Paramjit Singh C.No. 220	Sh. Bhagwan Singh	27.05.2004	01.01.1996
5.	Rai Singh C.No. 215	Sh. Bhoop Singh	03.06.2004	01.01.1996
6.	Ramesh Kumar C.No. 30	Sh. Ram Sharan	27.05.2004	01.01.1996

7.	Gurmeet Singh C.No.157	Sh. Gursahib Singh	24.05.2004	01.01.1996
8.	Harbhajan Lal C.No. 28	Sh. Gurditta Ram	24.05.2004	01.01.1996
9.	Jaswant Lal C.No. 67	Sh. Shyam Chand	24.05.2004	01.01.1996
10.	Harnek Singh C.No. 226	Sh. Dariya Ditta	27.05.2004	01.01.1996
11.	Balwant Kumar	Sh. Dungar Mal	27.05.2004	01.01.1996
12.	Jaspal Singh C.No. 54	Sh. Girdhari Lal	27.05.2004	01.01.1996
13.	Mahabir Singh C.No. 227	Sh. Maman Ram	24.05.2004	01.01.1996
14.	Surender Singh C.No.110	Sh. Atma Singh	24.05.2004	01.01.1996
15.	Neki Ram	Sh. Sahib Ram	24.05.2004	01.01.1996
16.	Sucha Singh	Sh. Jassa Ram	24.05.2004	01.01.1996
17.	Krishan Lal C.No. 9	Sh. Birbal	24.05.2004	01.01.1996
18.	Sukhbir Singh C.No. 50	Sh. Shamsheer Singh	25.05.2004	01.01.1996
19.	Dharam Pal C.No.185	Sh. Sohan Lal	25.05.2004	01.01.1996

13. The workmen by examining AW2 Hukam Chand, AW3 Vinod Kumar and AW4 Ashwani Kumar proved documents Exhibit 'AW2/1', Exhibit 'AW3/1' to Exhibit 'AW3/3' and Exhibit 'AW4/1' to Exhibit 'AW4/3'. The management did not dispute the above said documents as the opportunity to cross-examine AW2 to AW4 given to the management is recorded as Nil.

14. On the other hand, management examined MW1 Padam Singh, who vide his affidavit Exhibit 'MW1/A' deposed the entire material contents of the written statement and supported his oral version with documents Exhibit 'M1' and Exhibit 'M2'.

15. From the oral as well as documentary evidence led by the parties, it comes out that undisputedly the claimants / conductors were enrolled along with 171 candidates in the Employment Exchange, Faridabad. Further there is no dispute with regard to the fact that in the year 1993 General Manager, Faridabad sent a requisition to the Employment Exchange, Faridabad for filling 10 posts of Conductors on contractual basis in Faridabad Depot. Further there is no dispute with regard to the fact that the Employment Exchange, Faridabad sponsored 171 candidates including the claimants / Conductors and their interviews were held on 12.05.1993 but no selection was made and their list was kept pending. Further there is no dispute with regard to the fact that in December 1993 there was statewide strike by the Roadways employees of Haryana Roadways and in order to meet out the emergent situation, the General Manager, Haryana Roadways, Faridabad forwarded list of 56 candidates out of 171 candidates to the General Manager, Haryana, Hisar, Bhiwani and Jind vide letter dated 09.12.1993 for filling the posts of Conductors on contractual basis. The workmen have alleged that these 56 Conductors firstly gone to Faridabad Depot to join duty but they were not allowed to join. Thereafter, these 56 candidates were directed to join at Hisar, Bhiwani and Jind Depot but they were again not allowed to join their duties at Hisar, Bhiwani and Jind Depot of Haryana Roadways. On the other hand, the management has alleged that these 56 out of 171 candidates interviewed were deputed in Haryana Roadways at Hisar, Bhiwani and Jind depot but these appointed candidates did not join their duties in the respective depots. In the present case, the applicant-claimants did not prove into evidence any application moved by the said 56 candidates to the respective Hisar, Bhiwani and Jind Depots of Haryana Roadways seeking permission to join duty.

16. In the present case, 51 workmen namely Jagdish & others are seeking to re-fix their seniority as Conductors from year 1993. In the entire claim statement the claimants did not mention as to on which date the 51 workmen (herein claimants) joined their duties with Haryana Roadways. However, the date of the joining of 51 workmen / claimants can be ascertained from the cross-examination of AW1 Jagdish. In cross-examination

AW1 admitted the suggestion as correct that they were given appointment letters in the year 2004 and they joined on the post of Conductor. From the aforesaid version of AW1, it is proved that 51 claimants of the present case joined as Conductors in the year 2004. It is undeniable fact that 19 employees of Sirsa depot namely Naresh Singh & others fully detailed in affidavit Exhibit 'AW1/A' joined as Conductors in Sirsa Depot of Haryana Roadways on 24.05.2004 / 27.05.2004/ 03.06.2004. It is further undeniable fact that the above said 19 employees who joined as Conductor in Sirsa Depot in May / June 2004 filed CWP NO.16301 of 2013 titled as Naresh Singh & Others Versus State of Haryana & Others before the Hon'ble High Court of Punjab & Haryana at Chandigarh. The aforesaid CWP NO.16301 of 2013 was disposed off vide order dated 19.05.2017 by the Hon'ble High Court. The relevant portion of order dated 19.05.2017 is reproduced as below :-

"Learned counsel for the petitioners submitted that petitioners are entitled for earlier date of regularization from 2004 like 2001 etc. In this regard, petitioners are stated to have submitted their representation before the competent authority General Manager Haryana Roadways, Sirsa. Such a representation is pending consideration for the last six months. Therefore, the General Manager, Haryana Roadways is hereby directed to take a decision and pass a speaking order whether the petitioners are entitled for regularization prior to 2004 or not and communicate the same within a period of 4 months from today. If the petitioners are eligible for regularization other than 2004 i.e. prior to 2004, consequential monetary benefits should also be extended.

With the above observations, petition stands disposed of."

17. It is undisputed fact that the services of said 19 employees were regularised as Conductors w.e.f. 01.01.1996. In the present case, 51 claimants are seeking to re-fix their seniority from the year 1993 when they were interviewed for the first time. The 51 claimants of the present claim are seeking re-fixation of their seniority alleging that they are similarly situated as petitioners of CWP No.16301 of 2013. In this regard AW1 in his cross-examination admitted as correct that the services of 19 employees of Sirsa Depot, who joined in the year 2004 have been regularized w.e.f. 01.01.1996 in compliance of order dated 19.05.2017 in CWP No.16301 of 2013 and they are claiming their benefit of appointment and seniority as they are also similarly situated conductors. On the other hand, the management has alleged the relief and appointment and seniority sought by the 51 claimants of the present case is different from the relief of regularisation of services from the back date claimed by 19 employees of Sirsa Depot in CWP No.16301 of 2013. As far as the appointment of 51 claimants in the year 2004 is concerned, the same is not challenged by the claimants. In this regard, AW1 in his cross-examination admitted as correct that till date they have not challenged their appointments made in the year 2004. Moreover, before filing the present case, the claimants did not move any representation or filed any petition before any Court seeking appointment and seniority from the year 1993. In this regard, AW1 in his cross-examination admitted as correct that neither they have given any representation for their appointment and seniority from the year 1993 nor they have filed any petition before any Court for appointment and seniority from the year 1993 before filing the present statement of claim in this Hon'ble Court. It is undeniable fact that 51 claimants are appointed and regularisation from the date of their respective joining in May / June 2004. The claimants have not produced into evidence the service record of Suresh Kumar, Sanjeev Kumar and Krishan Kumar, Conductors to prove their plea that they were junior to the workmen / claimants and given seniority illegally on the basis of letters Exhibit 'AW3/1' to Exhibit 'AW3/3'.

18. The controversy as to whether the Conductors who were interviewed in the year 1993 have acquired a legal right to be appointed as regular conductors w.e.f. 1993 has been set at rest by the Division Bench of Hon'ble High Court of Punjab & Haryana vide judgment dated 19.05.1997 in Civil Writ petitions No.3006 of 1996 Murari Lal & Others Versus State of Haryana & Others, CWP No.3495 of 1996, Puran Lal & Others Versus State of Haryana & Others. The relevant paragraph at page 5 of the judgment and concluding para at page 7 of the judgment are reproduced as below :-

"After considering the rival contentions and having perused the averments made in the writ petitions and the replies, we are of the opinion that no conclusive finding can be recorded in favour of the petitioners regarding their selection on the basis of intertrial held

in May 1993. The parties have made opposite averments and in the absence of any cogent material proving the selection of the petitioners, it is not possible for the court to record a firm conclusion that the petitioners had been selected in the year 1993.

.....

.....

On the basis of above discussion, we partly allow the writ petitions and direct the respondents to make regular selection and appointments against the available vacant posts within a period of four months. The petitioners shall be treated eligible for appearance in such selection. If they are found suitable, then the petitioners shall be appointed in the order of their merit. However, the plea of petitioners for issuance of direction to the respondents to appoint them on the basis of the alleged selection made in the year 1993 is rejected."

19. No evidence is forthwith coming on record if the judgment dated 19.05.1997 in CWP No.3006/1996 etc. was challenged by the petitioners. The findings of the Hon'ble High Court in CWP No.3006/1996 etc. is squarely applicable to the facts of the present case. Accordingly, the claimants are not entitled for regularisation of their services and consequent re-fixation of their seniority w.e.f. the year 1993. Needless to say that the claimants are entitled to regularization of their services and seniority from the date of their joining i.e. May / June 2004.

20. Accordingly, this issue is decided against the workmen / claimants and in favour of the management.

Issue No. 2 to 4 :

21. All these issues are taken up together being interconnected and in order to avoid repetition of discussion. Onus to prove all these issues is on the management.

22. It is undeniable fact that Hisar, Bhiwani and Jind Depot falls under the Haryana Roadways, Haryana. The claimants have impleaded the State of Haryana through Secretary Transport and Transport Commissioner, Government of Haryana as management No.1 & 2 respectively. Therefore, it cannot be said that the present reference cannot be adjudicated without impleading General Manager, Haryana Roadways, Faridabad. Moreover, Head Office of State Transport, Haryana situates within the territory of U.T. Chandigarh, therefore the present Court is well within its jurisdiction to try and adjudicate the present industrial dispute reference. I do not find any defect so far maintainability of the present industrial dispute reference is concerned. The demand of refixation of seniority is recurring cause of action and bar of limitation does not apply.

23. Accordingly, all these issues are decided against the management and in favour of the workmen / claimants.

Relief :

24. In the light of findings on issue No. 1 above, this reference is declined and answered against the workmen / claimants. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Dated : 01.09.2023.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Kamaljit Bhatia, S/o Raj Mal, # 1104, Sector 20-B, Chandigarh, have changed the name of my minor daughter from Pranjal to Pranjal Bhatia.

[69-1]

I, Rashim Talwar, W/o Sunil Kumar Dogra, # 214-B, Lahora Khudda, Chandigarh, have changed my name Rashim Dogra.

[70-1]

I, Nanko Devi, W/o Kalu Ram, R/o # 3886, Sector 25-D, Chandigarh, have changed my name to Nanki Devi.

[71-1]

I, Radha Kesar, W/o Amritpal Singh Adiwal, R/o # 151, Phase-2, Ramdarbar, Chandigarh, have changed my name to Radha Adiwal for all future purposes.

[72-1]

मैं, टिंकू, पुत्र धरमवीर सिंह, वासी मकान नं 2379, विकास नगर, मौली जागरण, चंडीगढ़, ने अपना नाम बदलकर युवराज सिंह रखा है।

[73-1]

I, Purshotam Kumar, S/o Rasila Ram, # 214-B, Lahora Khuda, Chandigarh, have changed my name Parshotam Chand.

[74-1]

I, Ajay Arora, also known as Ajay Kumar and Ajay Kumar Arora, S/o Sh. Om Parkash, R/o # 3193, Sector 21-D, Chandigarh, declare that in my some old documents my name is mentioned as Ajay Kumar and in some documents mentioned as Ajay Kumar Arora. Whereas, All are one and same person.

[75-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."